

**AWARD DATA**  
OPTION YEAR ONE - 10/1/02 - 9/30/03

Precommercial Thinning, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies: BLM OR/WA, Willamette National Forest, Detroit, McKenzie and Middle Fork Ranger Districts

BLM Contract No: HAC017E00

Contractor: Mt. St. Helens Reforestation, Inc., PO Box 971, Chehalis, WA 98532

BLM contact: Madeline C. Small, Contracting Officer, 503-808-6222

Contractor contact: Salvador Verduzco, Phone 360-748-8280, FAX 360-748-8281

For Illustrations and Section J - Classification and Wages of Government Employees, Wage Determination and Maps contact: Lorrie Gleghorn at 503-808-6230

Amendments and Modifications have been incorporated into contract.

## SECTION B - SCHEDULE OF ITEMS

This is a one-year indefinite-delivery, indefinite-quantity contract with an Option to Extend the Term of the Contract, Clause 52-217-9, for two additional years. On-the-ground field conditions for the specific item in Option Years 1 and 2 (units have not been formally identified at this time) will be similar to those on-the-ground field conditions found for the specific item in the Base Year. If task orders are issued with on-the-ground field conditions not similar to those found for the specific item for the Base Year, negotiations may be required prior to task order award.

Enter a unit price for each item, then multiply the unit price by the estimated quantity to obtain the total amount. Quantities listed below are a standard portion of the estimated quantities, for evaluation purposes only.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
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**BASE YEAR** - Date of Award through September 30, 2002

**ITEMS 1-3 BLM, EUGENE DISTRICT**

1	Precommercial Thinning (12' X 12')	24	Acre	\$_____	\$_____
2	Precommercial Thinning (14' X 14')	1100	Acre	\$_____	\$_____
3	Precommercial Thinning (17' X 17')	300	Acre	\$_____	\$_____

ESTIMATED START WORK DATE: October 1, 2001

PERFORMANCE TIME: One calendar day for each 15 acres of the task order. Items may run concurrently.

**ITEMS 4-5 WILLAMETTE NATIONAL FOREST, DETROIT RANGER DISTRICT**

4	Precommercial Thinning (12' X 12') With Pruning	494	Acre	\$_____	\$_____
4A	Handpiling Slash	2	Acre	\$_____	\$_____
5	Prune Trees for Blister Rust Control	119	Acre	\$_____	\$_____

**ITEM 6 WILLAMETTE NATIONAL FOREST, MCKENZIE RANGER DISTRICT**

6	Precommercial Thinning (12' X 12')	400	Acre	\$_____	\$_____
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ESTIMATED START WORK DATE: September 15, 2001

PERFORMANCE TIME: One calendar day for each 15 acres of the task order. Items may run concurrently.

BASE YEAR - ITEMS 1 - 6 \$\_\_\_\_\_

SECTION B - SCHEDULE OF ITEMS

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
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**ITEM 7-8 WILLAMETTE NATIONAL FOREST, MIDDLE FORK RANGER DISTRICT**

7	Precommercial Thinning (14' X 14')	134	Acre	\$_____	\$_____
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8	Precommercial Thinning (16' X 16')	10	Acre	\$_____	\$_____
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ESTIMATED START WORK DATE: September 30, 2002

PERFORMANCE TIME: One calendar day for each 15 acres of the task order. Items may run concurrently.

SECTION B - SCHEDULE OF ITEMS (continued)

**OPTION YEAR ONE** - October 1, 2002 through September 30, 2003

**ITEMS 1-3 BLM, EUGENE DISTRICT**

1	Precommercial Thinning (12' X 12')	45	Acre	<u>\$92.00</u>	\$_____
2	Precommercial Thinning (14' X 14')	500	Acre	<u>\$92.00</u>	\$_____
3	Precommercial Thinning (17' X 17')	300	Acre	<u>\$92.00</u>	\$_____

ESTIMATED START WORK DATE: June 3, 2002 and October 2, 2002

PERFORMANCE TIME: One calendar day for each 15 acres of the task order. Items may run concurrently.

**ITEMS 4-5 WILLAMETTE NATIONAL FOREST, DETROIT RANGER DISTRICT**

4	Precommercial Thinning (12' X 12') With Pruning	200	Acre	<u>\$106.00</u>	\$_____
4A	Handpiling Slash	2	Acre	<u>\$ 250.00</u>	\$_____
5	Prune Trees for Blister Rust Control	25	Acre	<u>\$ 86.00</u>	\$_____

**ITEM 6 WILLAMETTE NATIONAL FOREST, MCKENZIE RANGER DISTRICT**

6	Precommercial Thinning (12' X 12')	215	Acre	<u>\$92.00</u>	\$_____
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ESTIMATED START WORK DATE: September 1, 2001

PERFORMANCE TIME: One calendar day for each 15 acres of the task order. Items may run concurrently.

OPTION YEAR 1 - ITEMS 1 - 6      \$\_\_\_\_\_

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SECTION B - SCHEDULE OF ITEMS (continued)

**OPTION YEAR ONE** - October 1, 2002 through September 30, 2003

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
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**ITEM 7-8 WILLAMETTE NATIONAL FOREST, MIDDLE FORK RANGER DISTRICT**

7	Precommercial Thinning (14' X 14')	110	Acre	\$ <u>105.00</u>	\$ _____
8	Precommercial Thinning (16' X 16')	10	Acre	\$ <u>105.00</u>	\$ _____

ESTIMATED START WORK DATE: September 30, 2003

PERFORMANCE TIME: One calendar day for each 15 acres of the task order. Items may run concurrently.

CONTRACT NO. HAC017E00

**OPTION YEAR TWO** - October 1, 2003 through April 30, 2004

**ITEMS 1-3 BLM, EUGENE DISTRICT**

1	Precommercial Thinning (12' X 12')	10	Acre	\$_____	\$_____
2	Precommercial Thinning (14' X 14')	700	Acre	\$_____	\$_____
3	Precommercial Thinning (17' X 17')	200	Acre	\$_____	\$_____

ESTIMATED START WORK DATE: June 2, 2003 and October 1, 2003

PERFORMANCE TIME: One calendar day for each 15 acres of the task order. Items may run concurrently.

**ITEMS 4-5 WILLAMETTE NATIONAL FOREST, DETROIT RANGER DISTRICT**

4	Precommercial Thinning (12' X 12') With Pruning	200	Acre	\$_____	\$_____
4A	Handpiling Slash	2	Acre	\$_____	\$_____
5	Prune Trees for Blister Rust Control	25	Acre	\$_____	\$_____

**ITEM 6 WILLAMETTE NATIONAL FOREST, MCKENZIE RANGER DISTRICT**

6	Precommercial Thinning (12' X 12')	400	Acre	\$_____	\$_____
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ESTIMATED START WORK DATE: September 1, 2001

PERFORMANCE TIME: One calendar day for each 15 acres of the task order. Items may run concurrently.

OPTION YEAR 2 - ITEMS 1 - 6     \$\_\_\_\_\_

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BASE YEAR PLUS OPTION YEARS 1 AND 2 GRAND TOTAL     \$\_\_\_\_\_  
(ALL OR NONE)

SECTION B - SCHEDULE OF ITEMS (continued)

**OPTION YEAR TWO** - October 1, 2003 through September 30, 2004

**ITEM 7-8 WILLAMETTE NATIONAL FOREST, MIDDLE FORK RANGER DISTRICT**

7	Precommercial Thinning (14' X 14')	110	Acre	\$_____	\$_____
8	Precommercial Thinning (16' X 16')	10	Acre	\$_____	\$_____

ESTIMATED START WORK DATE: September 30, 2004

PERFORMANCE TIME: One calendar day for each 15 acres of the task order. Items may run concurrently.

CONTRACT NO. HAB017E00

## EVALUATION FOR AWARD

Award will be made on an all or none basis for the total of the base year and two option years.

## LIABILITY INSURANCE REQUIRED, SEE SECTION I

## ISSUANCE OF TASK ORDERS

All work will be ordered by Task Order through September 30, 2004. Task Orders issued shall be completed before additional task orders may be started, unless authorized by the Contracting Officer (CO). Orders may be issued orally, by facsimile, or by electronic commerce methods. In accordance with Department of the Interior and Related Agencies Appropriation Act, 2001, Public Law 106-291, Contracting Officers from USDA, Willamette and Siuslaw National Forest Contracting Officers are also authorized to issue task/delivery orders against this contract.

The Sample Task Order included in Section J is provided as an illustration only.

## **REFER TO SECTION I, CLAUSES 52.216-18 ORDERING, 52.216-19 TASK ORDER LIMITATIONS, AND 52.216-22 INDEFINITE QUANTITY.**

## MINIMUM ORDER

The minimum order under the contract is \$5,000. The total value of the contract will not exceed \$750,000. The minimum quantity of services to be ordered under this contract will be no less than \$100,000.

## OPTION TO RENEW

This solicitation includes an option to extend the term of the contract for two additional years. Any contract resulting from this solicitation may be renewed, at the contract prices as stated in the Schedule of Items, at the option of the Government. See Section I, Clause 52.217-9, Option to Extend the Term of the Contract.



## SECTION C - SPECIFICATIONS

### C.1.0 GENERAL

- C.1.1 Scope - The purpose of this project is to provide growing space for selected trees by cutting competing trees and brush.
- C.1.2 Location of Work - The location of the work sites shall be confined to lands within the boundaries of the Eugene District. Vicinity map is located in Section J. Project area maps for known sites prior to award will be available upon request by the Contractor.
- C.1.3 Boundaries of Project Areas - The boundaries of the project areas are mature timber, ridges, fences, creeks and roads and will be shown on the project maps. Flagging will be used where the roads, ridges, etc., do not define the area adequately.
- C.1.4 Access to Project Areas
- C.1.4.1 Standard Access: For this contract, standard access is defined as (1) passable with a 2-wheel drive vehicle although a 4-wheel drive may sometimes be required, or (2) foot travel to the project area boundary is less than 1/4 mile. The cost of standard access is to be included in the unit bid price.
- If standard access to a project area is blocked by a slide or washout after award, and foot travel or use of an all terrain vehicle is 1/4 mile or more to reach the project area boundary, the additional payment shall be subject to negotiation between the Contractor and the Government.
- C.1.4.2 Use of All Terrain Vehicle: If an all terrain vehicle is used, it shall be of such design that it will travel over rough, uneven terrain and not create wheel ruts and channels. The all terrain vehicle must meet with the approval of the Government.
- C.1.4.3 Use of Dirt Roads: Use of 2-wheel drive and 4-wheel drive vehicles on dirt roads is permitted only on approval of the Government.
- C.1.4.4 Locked Gates: Keys for locked gates may be obtained from the Eugene District Office located at 2890 Chad Drive, Eugene, Oregon. Contact the Contracting Officer's Representative (COR) in advance to make arrangements for picking up a gate key. The Contractor shall return all gate keys to the Government before final payment is made.
- C.1.5 Fire Precautions - See Section J.

- C.1.6 Operating Permits - State law requires a permit to operate power driven machinery. Permits must be obtained from the State Forestry Office in Salem or at local offices prior to the operation of power driven machinery. This requirement applies to chainsaws.
- C.1.7 Found Equipment - Should any of the Contractor's personnel find equipment on a project area, it is their duty to report the discovery to the Project Inspector. It will be the Project Inspector's responsibility to return any such equipment to the proper facility. Any U.S. Government property found on the project area (i.e., fire hose, hand tools, etc.) is the property of the U.S. Government.
- C.1.8 Unit Priority - The sequence of work shall be determined by the COR at the prework conference and may be subject to change. Certain project areas may be designated as higher priority units which would require an earlier completion than the bulk of the contract units. Items may run concurrently.

## C.2.0 DEFINITIONS

Average spacing - The average of the distance between all leave trees necessary to provide the desired number of leave trees per acre.

Brush - Vegetation consisting of shrub species with single or multi-stems originating at or near ground level not normally reaching 20' in height. Examples include vine maple, salmon berry, hazel, huckleberry, thimble berry, manzanita, ocean spray, ceanothus species, rhododendron, willow, blackberry, and scotch broom.

Buffer Strip - Item 4 - Any area designated on the project maps where the Contractor shall flag on the ground. Buffer strips include land along a marsh, streamcourse, unstable or potentially unstable areas where special standards and guidelines direct the retention or manipulation of trees that are contributing to soil stability.

Buffer Zone - An area within a thinning unit in which special cutting methods are required.

Cull Tree - All conifers with any defect or deformity of a tree, regardless of height and DBH, resulting from such agents as wind, snow, animals, insects, disease and equipment; and evidenced by such things as dead, forked or broken tops, broken trunks, crooks and deep scars.

Conifer - An evergreen, cone bearing tree, such as Douglas-fir, western red cedar, incense-cedar, western hemlock, ponderosa pine, sugar pine, western white pine, grand fir, white fir, and noble fir.

Cut Leave Tree - Those trees cut which should have been left to maintain average spacing requirements and trees that should not have been cut according to the specifications.

Damaged Leave Tree - A tree damaged through felling of other trees or brush or contact with cutting tools.

DBH - Diameter of the tree at breast height, measured at a point 4-1/2' above ground level from the uphill side of the tree.

Girdling - Three parallel cuts encircling the tree, not to exceed 8" between the top and bottom cut. Cuts must penetrate at least 1/2" into the wood of the tree. Girdling shall be below the lowest live limb on the tree.

Green Strip - An area where no cutting is required.

Hardwood - A broad leaf tree which usually has a single well-defined trunk and attains a height of greater than 20'. Includes, but not limited to, species such as alder, chinquapin, madrone, big leaf maple, cotton wood and oak species. Sprouting hardwood species may be in the form of multi-stemmed clumps.

Leave Trees - Any conifer or hardwood that is selected or required to be left standing as provided in the specifications.

Lodged Trees and Brush - Cut trees and brush leaning into, supported by, or covering a leave tree.

Marsh - A tract of low, wet ground, usually covered with aquatic vegetation, and seasonally covered in water.

Opening - A distance of more than twice the average spacing for a particular unit.

Pruning - Removing the live and dead branches from the trunk of a tree to protect Western white pine and sugar pine from blister rust infection.

Reserve Tree - Trees that are not considered to be leave trees, are not to be cut or damaged, and not to be considered for spacing purposes. Items 1 – 3, 7 and 8 includes species such as Pacific yew, oak, cascara, dogwood, bitter cherry, and elderberry; Item 4 includes species such as western red cedar, sugar pine, Pacific yew, and all hardwoods. Western white pine are not to be considered for spacing purposes and are not to be cut unless noted otherwise; Item 6 includes species such as western white pine and Pacific yew.

Riparian Zone - Special attention is placed on the location of a tree and its roots in relation to a stream or marsh. This is the land along marshes, streams, unstable or potentially unstable areas where special standards and guidelines direct the retention or manipulation of trees that are contributing to ground stability.

Road Right-away - Distance measured from the center line of the road to 30 feet on either side of the road.

Slash - Any material which has been cut by the Contractor.

Surplus Trees and Brush - Live conifers, hardwoods, or brush competing for growing space with selected leave tree(s).

Topography Break - An obvious and definite break in percent slope from a hillside into a streamcourse. For the purpose of this contract, any change in slope of 20% or greater shall be considered a topography break where the thinning area is distinguished from the riparian zone.

Uncut Surplus Trees or Brush - Trees or brush that have not been cut to provide the required spacing for leave trees, and/or stumps with live limbs.

Whip - Saplings, greater than 2-feet in height, suppressed by dominant and co-dominant trees.

### C.3.0 CONTRACTOR-FURNISHED ITEMS

The Contractor shall provide all labor, transportation, tools, materials and equipment.

#### C.3.1 Crew Requirements

C.3.1.1 The Contractor shall maintain an adequate work force at all times to ensure timely completion of the work. At the prework conference, and as required throughout the contract, the Contractor shall provide a written work progress plan outlining proposed work accomplishment rates which must be acceptable to the Government.

C.3.1.2 Each operation contained in this contract shall have crew size requirements that are sufficient for timely completion. It shall be the Contractor's responsibility to provide multiple crews as necessary. Prior notice must be given to the COR if there is to be a significant change in crew personnel or working schedule.

C.3.1.3 The Contractor shall obtain written authorization from the Resource Area Office prior to camping on BLM-administered lands.

C.3.2 Supervisor Requirements - Persons designated by the Contractor as supervisors shall actually perform in that capacity. The supervisor shall be familiar with the contract specifications and effectively direct the crew by (1) making periodic inspections of the crew's work, (2) advising them as to deficient work, and (3) providing instructions for correcting such deficiencies. This person shall be capable of speaking and reading English well enough to ensure good communications with the COR and/or Project Inspector. Any group of people without such an individual will not be considered a crew. Any changes in supervisory designations must be submitted in writing to the COR at least 24 hours prior to the change taking effect.

C.3.3 Polyethylene film plastic that is no less than 0.004 inch thick

#### C.4.0 GOVERNMENT-FURNISHED PROPERTY

The Government will furnish to the Contractor the following materials, supplies, property or services:

- a. Government gate keys.
- b. District road maps.
- c. Individual project maps.

#### C.5.0 SPECIFIC TASKS

##### C.5.1 Records, Notification

C.5.1.1 **Records** - The Contractor shall maintain adequate records to allow the Government to monitor contract progress and for the Contractor to be accountable for work quality (see Clause 52.246-4 (b)).

C.5.1.2 **Notification** - The Contractor shall keep the COR informed of crew location and any time a unit is completed or a new unit is started.

##### C.5.2 Selection of Leave Trees

C.5.2.1 **Item 1, 4 and 6:** Approximately 300 leave trees per acre conforming to an average 12' x 12' spacing; **Item 2 and 7:** Approximately 220 leave trees per acre conforming to an average 14' x 14' spacing; **Item 8:** Approximately 170 leave trees per acre conforming to an average 16' x 16' spacing; **Item 3:** Approximately 150 leave trees per acre conforming to an average 17' x 17' spacing shall be identified by the Contractor or its crew.

C.5.2.2 The largest, healthiest, best formed leave tree shall be selected and is the first selection criteria over species priority, with the exception of ponderosa pine. Ponderosa pine, regardless of size, shall be selected over other species. If a healthy tree is not available within the spacing requirements, the best tree available shall be left. **Item 1-3:** 1) ponderosa pine 2) western red cedar 3) Douglas-fir and 4) other conifers. **Item 4 and 6:** 1) Douglas fir 2) noble fir 3) other conifers and 4) lodgepole pine. **Item 7 and 8:** as designated on the individual project maps.

C.5.2.3 **Items 1, 2, 3, 6, 7 and 8:** Conifers larger than 6" DBH that do not exhibit cull tree characteristics shall be left as leave trees. Cull trees over 6" DBH and up to 12" DBH shall be cut. **Item 4:** Leave and space off all prioritized select trees that exceed the maximum 5" DBH.

C.5.2.4 Conifer trees 2 feet or less in height shall be left uncut.

C.5.2.5 The Contractor may vary the spacing up to 20% in order to select the best leave trees without numerically changing the average number of leave trees per acre.

- C.5.2.6 Immediately adjacent to openings, extra trees shall be left around the perimeter. Contractor may vary spacing by 50% without numerically changing the average number of leave trees per acre.
- C.5.2.7 The COR and/or Project Inspector may identify additional leave or cut trees located in irregular clumps or patches. This includes cull trees that have potential wildlife value.
- C.5.2.8 **Item 4**: The Contractor may vary spacing from 11 to 15 feet, unless otherwise designated on the project map.
- C.5.3 Treatment of Competitive/Surplus Trees and Brush Species
  - C.5.3.1 All surplus trees and brush shall be completely severed from the stump(s). No live limbs shall be left on the stump of cut trees. Stump height shall not exceed 6" measured on the uphill side and shall be cut flat.
  - C.5.3.2 Cut all conifers within 20' of individual oak trees or a clump of oak trees. The up to 20% variance in spacing does not apply in this situation.
  - C.5.3.3 Brush located within a 6' radius of a conifer leave tree or within 20' radius of oak trees, and greater than 1/2 the height of the leave or oak tree shall be cut (see Illustration 1).
  - C.5.3.4 Cut all scotch broom within the thinning area, excluding scotch broom located within the road right-away.
  - C.5.3.5 Cut trees and brush lodged in leave trees shall be dislodged or removed.

- C.5.3.6 Cut trees and brush falling across property lines between BLM or FS and adjacent landowners shall be moved completely into the project area.
- C.5.3.7 All roads, designated trails, fences, signs and other areas within the project area shall be kept free of cut trees and brush concurrently with thinning.
- C.5.3.8 Contractor shall protect from injury or damage all trees marking or forming the boundary of the project area(s), and all bearing trees, corner posts and monuments within or adjacent to the project area(s).
- C.5.3.9 Radius distance will be measured from leave tree stem to leave tree stem and to the edge of the brush.
- C.5.3.10 Double-trunk trees - both trees shall be treated as one. Either both shall be cut or both shall be left.
- C.5.3.11 **Item 4**: Western white pine and sugar pine: Trees with swelling and pitching of the trunk due to white pine blister rust shall be cut. Western white pine shall be thinned as designated on the project maps.
- C.5.3.12 **Item 4**: Brush shall be cut around each leave tree in areas designated on the project map. Brush shall be cut in a cone shape, starting with a 2-foot radius around the base of the tree. Within the 2-foot radius the minimum stump height shall be 12 inches. The cone shape shall end at the top of the brush with a 4-foot radius opening around each tree.
- C.5.4 Treatment of Hardwoods
- C.5.4.1 All surplus hardwoods, other than oak, less than 6" DBH that are within 20' of a conifer leave tree shall be cut. Hardwoods less than 6" DBH shall be felled in a manner to minimize damage to leave trees. Surplus hardwoods between 6" and 12" DBH shall be girdled in lieu of complete severance. Trees which could fall onto roads, cut banks and green strips, shall be cut as surplus trees.
- C.5.4.2 All sprouted hardwoods growing in multi-stemmed clumps between 6' to 20' radius of a conifer leave tree shall be treated such that one dominant sprout will not be severed and will be left undamaged on the stump. Multi-stemmed hardwood clumps within 6' radius of a conifer leave tree shall be cut or girdled.
- C.5.4.3 Hardwoods 12" DBH or larger shall be left as leave trees. Hardwoods more than 20' away from the closest conifer leave tree shall be left (see Illustration 1).
- C.5.5 Special Treatment Requirements
- C.5.5.1 Pacific yew, oak, cascara, dogwood, bitter cherry, and elderberry are reserve trees and shall NOT be cut or damaged, and shall not be considered leave trees for spacing purposes.

C.5.5.2 Streams with running water and/or as shown on project maps shall have a buffer area where hardwoods, brush, or conifers shall not be cut for 30 feet on either side.

C.5.5.3 **Item 4** - Healthy western white pine shall NOT be cut or damaged and shall not be considered as leave trees for spacing purposes, unless specified elsewhere.

C.5.6 Stream, Marsh, and Riparian Buffer Layout - **Item 4**

C.5.6.1 Buffers shall be established by the Contractor by flagging the perimeter with red ribbon. Flagging shall be established within sight distance from one ribbon to another ribbon. Ribbon lines are designated on the project maps. These buffers shall not be thinned.

C.5.6.2 Using project maps and Illustration 3, unless otherwise agreed upon with the Project Inspector (PI), the Contractor shall flag the streams, marshes, and riparian zones as follows:

(1) On slopes 65% and greater, flag a line 100 feet uphill from and parallel to the streamcourse.

(2) Where the topography breaks 20% or greater before the 100 foot limit, flag 10 feet past the topographic break.

(3) Where slopes into the streamcourse are less than 65%, the stream buffers shall be flagged 20 feet on either side of the streamcourse.

(4) Where marshes exist, flag a buffer 20 feet past the edge of the marsh.

C.5.7 Pruning Western White Pine and Sugar Pine for Blister Rust Control - **Item 4 and 5**

C.5.7.1 The pruning height shall not exceed one-half the crown height or up to 18 feet. Pruning height shall be determined from the uphill side of the tree. The lower half of the crown shall be pruned. Both trees shall be pruned on double-trunk trees.

C.5.7.2 Branch stub length shall be no greater than 1/4" and severed leaving a flat cut surface. See Illustration 4. Both trees shall be pruned on double-trunk trees.

C.5.7.3 The Contractor shall not climb trees to facilitate pruning. Acceptable pruning tools may include hand saws or loppers designed for pruning. Chainsaws, clubs, or any other tools that result in shattered or jagged branch stubs, or damage to the pruned tree are prohibited.

C.5.7.4 Prune western white pine and sugar pine through all buffers.

C.5.7.5 In project areas where thinning white pine is specified, the pruning operation shall be completed first on a 12' x 12' average spacing. When the white pine pruning has been accomplished the Contractor shall notify the PI and arrange for a visual acceptance of



the white pine pruning. After the pruning has been accepted by the Government, the Contractor may complete the thinning the project area.

C.5.8 Handpiling **Item 4A**

C.5.8.1 As shown on the project area maps, slash shall be handpiled a minimum of 66 feet from the project area treeline or the edge of the road prism, adjacent from the top of the cut bank or the toe of the fill slope, whichever is closer to the treeline for the thinning boundary.

C.5.8.2 Slash piles shall be compacted and shall not exceed 5 feet in height and 6 feet in diameter, and shall be equally spaced between leave trees.

C.5.8.3 When piles are 3 to 4 feet in height, the Contractor shall cover the piles with polyethylene film plastic that is no less than 0.004 inch thick. At a minimum, 75% of the total surface area of the piles shall be covered with the plastic before completing the piles.

C.5.8.4 When a developed trail is located within the project area, as designated on the project map, handpile slash as described above on both sides of the trail.

C.5.8.5 Handpiling shall be completed prior to Government inspection.

C.5.9 Slash Treatment

C.5.9.1 **Item 1, 2, 3, 6, 7 and 8:** All slash shall be removed from road prisms or designated green strips (see Illustration 2). Total distance of road prism will vary depending on distance of cut banks. All slash shall be removed 10' - 30' away from the lower edge of roads and 10'-30' away from the top of road cut banks and other improvements as shown on the individual project area maps.

C.5.9.2 **Items 1-3, 7 and 8:** Some units have a 5'-25' green strip designated on the individual project map. The measurement begins at the top of the cut bank on the uphill side. No cutting is required on the cut bank. Any slash that has fallen within the green strip shall be removed and pulled back into the cutting unit.

C.5.9.3 **Items 1-3, 7 and 8:** There are units that have no slash treatment designated on individual project maps and are considered as no treatment. Pullback is not required. Cut slash shall be fallen away from the road, unless otherwise designated on the project map. Slash fallen onto the road shall be removed.

C.5.9.4 **Item 4:** Slash within the project area shall be lopped and/or arranged in such a manner that does not exceed a depth of 4 feet above the ground. All slash shall be pulled into the project area from ditches and cutbanks.

## SECTION E - INSPECTION AND ACCEPTANCE

### 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.1.0 INSPECTION

- E.1.1 The Government will make periodic inspections as a basis for acceptance and payment, and recommendation for adjustments in work quality while work is in progress. The Contractor is encouraged to observe inspections while they are being made.
- E.1.2 When project units are completed and ready for inspection, the Contractor shall provide within 3 days, by written notice, Notification of Completed Work to the COR. The notification record shall include: (1) project unit names (2) unit acres (3) work dates (4) supervisor/inspector name and (5) work quality percentage and (6) supervisor signature and date.
- E.1.3 As the basis for payment, inspections for compliance with specifications shall be made for work units reported as completed by the Contractor. If applicable, large units may be divided into work units. These units may be inspected separately and will not be averaged with any other area for acceptance or payment.
- E.1.4 Inspections shall be made on a series of plots randomly located across each work unit. Sufficient plots shall be taken to obtain at least one percent sample of the work unit.
- E.1.5 Live reserve trees found in an inspection plot will not be counted for determining payment. However, reserve trees found cut in an inspection plot shall be counted as cut leave trees for purposes of determining payment.
- E.1.6 The following information pertains only to Items 1, 2, and 3. The information will be recorded for each plot inspected:
- a. Number of leave trees that should be on the plot.
  - b. Number of leave trees on the plot.
  - c. Number of uncut surplus trees on the plot.
  - d. Number of cut leave and reserve trees on the plot.
  - e. Number of damaged leave and reserve trees.
  - f. Number of stumps with live limbs and exceeding maximum height.
  - g. Number of lodged trees (i.e., a tree which is lodged in another).
  - h. Number of leave trees where adjacent brush and hardwoods have not been cut in accordance with specifications.

E.1.7 **Items 4, - 8:** The following deductions will be made for each plot inspected:

- a. Thinning Excess Trees - 1 tree deduction
- b. Thinning Wide Spacing - 1 tree deduction
- c. Thinning Tree Selection 1 tree deduction
- d. Thinning Cut Leave Tree 1 tree deduction
- e. Thinning Stump Height - 1/4 tree deduction for each error
- f. Thinning Stump Cut - 1/4 tree deduction for each error
- g. Damage - 1/4 tree deduction for each error
- h. Whip - 1/4 tree deduction for each error
- i. Pruning Height - 1/4 tree deduction for each foot
- j. Pruning Missed Limbs - 1/4 tree deduction for each error
- k. Pruning Stub Length - 1/4 tree deduction for each error
- l. Pruning Missed Tree - 1 tree deduction
- m. Stream Buffer Measurement 1/4 tree deduction per 10 feet off spec.
- n. Brush Release - 1/4 tree deduction per tree

E.2.0 ACCEPTANCE

E.2.1 Satisfactory Work Quality

A minimum Work Quality Percentage of 85 is required.

E.2.2 Unsatisfactory Work Quality

E.2.2.1 Based on inspection results, if the work quality percentage falls below 85%, the Contracting Officer shall immediately notify the Contractor in writing and instruct the Contractor to improve the quality of the work. If the quality of the work is not raised to an acceptable level within two consecutive workdays after written notification, the Contracting Officer may issue a suspend order.

E.2.2.2 If lodged trees, high stumps, uncut surplus, cull trees or competitive vegetation are

the primary reason for unsatisfactory work, the Contractor shall rework areas designated by the Government until satisfactory work quality is obtained. Rework will not be allowed for work quality percentages above 85.

E.2.2.2 If lodged trees, high stumps, uncut surplus, cull trees, competitive vegetation, unpruned trees, pruning height, or limbs removed improperly or missed are the primary reason for unsatisfactory work, the Contractor shall rework area designated by the Government until satisfactory work quality is obtained. Rework will not be allowed for work quality percentages above 85.

E.2.2.3 **Item 4a** - Acceptance of handpiling will be determined by a 100 percent visual inspection of the areas requiring treatment and will be based on adherence to the requirements stated in the specifications. Nonconformance with any of the specifications will classify the treatment as unsatisfactory and rework will be required to bring the treatment up to specification standards.

E.2.2.4 The Contractor shall be liable for extra costs incurred by the Government, as a result of the Contractors performance or lack of performance, to conduct the second reinspection and any subsequent reinspections on any project area necessary to attain the minimum work quality. Costs include, but are not limited to, inspection and travel time and vehicle operating costs.

### E.3.0 DETERMINATION OF WORK QUALITY PERCENTAGE AND PAYMENT

#### E.3.1 Work Quality Percentage

Work quality percentages are derived from data collected from inspection plots. A work quality percentage of 90% or higher will result in full payment.

E.3.1.1 Unsatisfactory percent **Items 1 – 3, 7 and 8:** is obtained by taking the sum of lodged trees, high stumps, limby stumps, cut and damaged reserve trees, uncut surplus and cull trees, and divide by the number of trees that should have been found. This rate multiplied by 100 determines the unsatisfactory percent. Example:

Number of trees that should be found = 75

Number of unsatisfactorily trees,  
cut and damaged reserve trees = 8

(8 divided by 75) x 100 = 11% unsatisfactory percent

E.3.1.2 **Items 1 – 3, 7 and 8:** The unsatisfactory percent subtracted from 100 provides the overall work quality percentage. This rate times the bid price per acre determines the pay rate per acre. Example:

Unsatisfactory percent = 11%

$$100\% - 11\% = 89\% \text{ overall work quality}$$

$$89\% \text{ work quality} \times \text{bid price per acre} = \text{pay rate}$$

E.3.1.3 **Items 4, 5, and 6:** Upon inspection of all plots within the project area, the Contractor's performance will be calculated as follows:

Only 1 tree per plot may be deducted.

$$\frac{\text{Total plots} - \text{Total deductions}}{\text{Total plots}} \times 100$$

E.3.1.4 **Items 1- 4, and 6 – 8:** Slash treatment is considered incidental, therefore, no separate payment will be made. If slash treatment is required, payment will not be made until all slash work is completed.

#### E.4.0 REMEASUREMENT OF UNITS

The Contractor may, at any time during the course of the contract, request remeasurement of the acreage of any unit the contractor believes is incorrect. If remeasurement indicates that a variance of 5% or less exists, the Contractor will pay for the actual cost of the remeasurement. Under this condition, payment for the unit will be made on the acreage stated in the contract. If remeasurement indicates the actual variance is greater than 5%, payment for the unit will be based on the remeasured acreage. Acreages are measured on the horizontal plane.

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1.0 COMMENCEMENT OF WORK ON INDIVIDUAL DELIVERY ORDERS

The Contractor shall begin work within 5 calendar days from the effective date of the Notice to Proceed. The Contractor shall continue performance of the work under each delivery order without delay or interruption except by causes beyond his/her control as defined by contract clauses, or by the receipt of a "Suspend Work order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in each delivery order.

### F.2.0 DELIVERY ORDER MODIFICATIONS

Changes to delivery order content shall be made by a modification to the delivery order. Any required change to a previously issued delivery order will be issued in writing by the Contracting Officer.

### F.3.0 DELIVERY ORDER PRIORITIES

In the event of issuance of a "priority" delivery order as determined by the Government, the Government may modify delivery dates on any or all other delivery orders.

### F.4.0 PROGRESS PLAN

At the prework conference, the Contractor shall provide to the COR a written "work progress plan" that details his proposed work force and schedule to provide for orderly completion of the work within the contract performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule should reflect a work progress rate equal to the available amount of contract performance time. The unit sequence work schedule will be determined by the COR at the prework conference and may be subject to change because of normal variations in weather conditions at no change in contract time or price.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

The "Contracting Officer's Representative (COR)" is the on-the-ground administrator for the Contracting Officer.

### G.2.0 PROJECT INSPECTOR DEFINITION

"Project Inspector" means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

### G.3.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND PROJECT INSPECTOR

G.3.1 The COR's authorities and responsibilities are defined in the COR's Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

G.3.2 The Project Inspector is responsible for checking the Contractor's compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

### G.4.0 NOTICE TO PROCEED

G.4.1 After award of contract, the COR will issue to the Contractor a written notice to proceed. Issuance of the notice may be delayed for a reasonable time, at the discretion of the Government, if adverse soil, vegetative, or climatological conditions exist.

G.4.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.



## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1.0 PROSECUTION OF THE WORK

H.1.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.

H.1.2 If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

H.1.3 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

### H.2.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.2.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

H.2.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

### H.3.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

### H.4.0 SUBCONTRACTS

If the contractor desires to subcontract any work under the contract, it shall obtain the Contracting Officer's written consent. The request to subcontract shall contain the following information:

- (a) Name of subcontractor
- (b) Description and amount of supplies or services to be subcontracted. The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

### H.5.0 RESTORATION OF RESOURCES

H.5.1 Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.

H.5.2 Access Roads - Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.

### H.6.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of Closed Fire Season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the COR.

## H.7.0 UNDOCUMENTED WORKERS

This contract involves the employment of unskilled labor working under arduous field conditions. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Bidders are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa for entry and working in this country (8 U.S.C. § 1323-1325). If violations are suspected by the COR during the performance of work on this (these) project(s) they will be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

## H.8.0 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION

H.8.1 As set forth in Title 29, Part 500 of the Code of Federal Regulations, Migrant and Seasonal Agricultural Worker Protection, the Contractor shall maintain all necessary U.S. Department of Labor registrations during the performance period of this contract. Failure to maintain a valid registration is grounds for termination of this contract.

H.8.2 In compliance with the Migrant and Seasonal Agricultural Worker Protection Act, the Contractor shall provide the following to meet minimum safety and health standards for housing employees when camping on Federal lands:

- a. A shelter to provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect the workers from the cold.
- b. Sanitary facilities for storing food. Ice chests or coolers, with ice supply made from potable water replenished as necessary, to meet the requirement for storage of perishable food items.
- c. An adequate and convenient potable water supply, approved by the appropriate health authority, in each camp for drinking and cooking purposes. As an alternative, commercial bottled water may be used.
- d. Toilet and hand washing facilities adequate for the capacity of the camp, at not less than a 1:15 ratio, supplied with adequate toilet paper. Such facilities shall be maintained in a sanitary condition.
- e. Fly-tight, rodent-tight, impervious, cleanable or single service containers to be used for the storage of garbage. Such containers shall be kept clean and emptied when full.

- f. Basic first aid supplies under the charge of a person trained to administer first aid.
- g. A laundry tray or tub for every 30 workers, or transportation, at least weekly, to a commercial laundromat for all workers.

#### H.9.0 OREGON FARM/FOREST LABOR CONTRACTOR'S LICENSE

If the State of Oregon requires an Oregon Farm/Forest Labor Contractor's License, then the contractor awarded this contract and all first-tier subcontractors shall be required to obtain and maintain, during the term of this contract, such a license. Contractors not having a current license will be required to furnish evidence of having obtained such license within ten (10) days after receipt of written notification of contract award. Failure to obtain, keep and maintain a current license during the term of this contract or the extension thereof shall be a basis for termination for default.

Information on obtaining this license may be obtained from:

Bureau of Labor and Industries  
Wage and Hour Division  
800 NE Oregon, #32, Suite 1160  
Portland, Oregon 97232

Contact: Licensing Unit  
Telephone: (503) 731-4074

#### H.10.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

- H.10.1 Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-furnished material (GFM). The Government may, by issuance of a written order, suspend the Contractor's right to proceed for improper disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.
- H.10.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs.

## SECTION I - SERVICE CLAUSES (current through Federal Acquisition Circular 97-27)

### **\* Asterisked clauses are included in full text.**

52.202-1*	Definitions	(MAR 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(JUN 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.214-26	Audit and Records - Sealed Bidding	(OCT 1997)
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	(OCT 1997)
52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding.	(OCT 1997)
52.214-29*	Order of Precedence - Sealed Bidding	(JAN 1986)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Order Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-6	Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUL 1996)
52.219-8	Utilization of Small Business Concerns	(OCT 2000)
52.219-14*	Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)	(DEC 1996)
52.222-3	Convict Labor	(AUG 1996)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	(SEP 2000)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(FEB 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	(APR 1998)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(JAN 1999)
52.222-41	Service Contract Act of 1965, as Amended	(MAY 1989)
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)
52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment	(MAY 1989)

52.223-6	Drug-Free Workplace	(MAR 2001)
52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.)	(OCT 1996)
52.225-1	Buy American Act - Balance of Payments Program - Supplies	(FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JUL 2000)	
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.228-1*	Bid Guarantee (Applicable if bonds required. See Schedule of Items.)	(SEP 1996)
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 1997)
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)
52.228-11*	Pledges of Assets (Applicable if bonds required. See Schedule of Items.)	(FEB 1992)
52.228-14	Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.)	(DEC 1999)
52.229-3	Federal, State, and Local Taxes	(JAN 1991)
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)
52.232-1*	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(MAY 1997)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25*	Prompt Payment	(MAR 2001)
52.232-34*	Payment by Electronic Funds Transfer - Other Than Central Contractor Registration	(MAY 1999)
52.233-1*	Disputes -- Alternate I (DEC 1991)	(DEC 1998)
52.233-3	Protest After Award	(AUG 1996)
52.236-6*	Superintendence by the Contractor	(APR 1984)
52.236-7*	Permits and Responsibilities	(NOV 1991)
52.242-13	Bankruptcy	(JUL 1995)
52.242-14*	Suspension of Work	(APR 1984)
52.243-1*	Changes - Fixed-Price (AUG 1987) -- Alternate I	(APR 1984)
52.244-6	Subcontracts for Comm. Items and Comm. Components	(MAR 2001)
52.245-4*	Government-Furnished Property (Short Form)	(APR 1984)
52.246-25	Limitation of Liability - Services	(FEB 1997)
52.248-1	Value Engineering	(FEB 2000)
52.249-4*	Termination for Convenience of the Government (Services) (Short form)	(APR 1984)
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)

52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)
1452.228-70*	Liability Insurance -- Department of Interior	(JUL 1996)

## SECTION I - CONTRACT CLAUSES

### 52.202-1 DEFINITIONS

(MAR 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

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(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

### 52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING

(JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

### 52.216-18 ORDERING

(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through April 30, 2004.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, or by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### 52.216-19 ORDER LIMITATIONS

(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for single item in excess of \$150,000.

(2) Any order for a combination of items in excess of \$150,000.

(c) Notwithstanding paragraph (b) of this section, the Contractor shall honor any order



exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY

(OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after December 30, 2004.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the time specified in the Schedule; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for a least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR (MAY 1989)  
FEDERAL HIRES

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

Employee class	Monetary wage- Fringe benefits
[See Section J]	[See Section J]

52.228-1 BID GUARANTEE (SEP 1996)  
(Applicable if required on Schedule of Items.)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds - (1) to unsuccessful bidders as soon as practicable after the opening of bids; and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

#### 52.228-11 PLEDGES OF ASSETS

(FEB 1992)

(Applicable if bonds required. See Schedule of Items.)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond-

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of-

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide-

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owner; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

#### 52.232-1 PAYMENTS

(APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-25 PROMPT PAYMENT (Asterisks indicate omitted material.) (MAR 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice Payments

(1) Due Date.

(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

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(2)(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, ... with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for

shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

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(5)(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

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(b) Contract Financing Payments

(1) Due dates for recurring financing payments. If this contract provides for contract financing, request for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other

arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

#### 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- (MAY 1999) OTHER THAN CENTRAL CONTRACTOR REGISTRATION

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after

receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial

agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

#### 52.233-1 DISPUTES -- ALTERNATE I (DEC 1991)

(DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money



exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternate disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e. hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when -

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except -

- (1) For reasonable wear and tear;

- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any

excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE

(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:  
[www.arnet.gov/far](http://www.arnet.gov/far)

## SECTION J - LIST OF ATTACHMENTS

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE  
CONTRACT ACT

FIRE REQUIREMENTS

SAMPLE TASK ORDER

EUGENE DISTRICT VICINITY MAP

## FIRE REQUIREMENTS PROCEDURES OUTLINE

This outline covers the fire protection requirements of a contractor or private party who performs service or construction contracts on BLM land. In western Oregon, the BLM allows Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) to apply to these operations on BLM lands rather than develop similar rules applicable only to BLM lands.

### 1. CLOSED FIRE SEASON

The closed fire season means that fire season has been declared. ORS 477.505 gives the State Forester the authority to establish the fire season. The authority has been delegated to the District Foresters around the state who issue public notices through the newspapers and radio when fire season will be closed for their individual districts. Closed fire season depends upon the drying of forest fuels, rainfall, and time of year. During the closed fire season, the following requirements must be met:

- QFire tools must be on site;
- QFire extinguisher must be in all vehicles;
- QChainsaws must have a .023-inch mesh screen installed in the exhaust;
- QOnly unmodified saws are to be used in the forest;
- QApproved spark arresters must be on all internal combustion engines;
- QWatchman service must be provided for 3 hrs after shutdown of power equipment for the day;
- QNo smoking is permitted while working or traveling through any operations area in the forest;
- QNo use of explosives is permitted unless approved by the State Forester's representative;
- QPermits to burn are required unless waived by a representative of the State Forester.

Changes or modifications to the above requirements are possible depending upon changes in State of Oregon law and requirements of the State Districts and Protective Associations.

### 2. FIRE PRECAUTION LEVELS

There are 4 fire precaution levels that begin with level 1 at the start of the closed fire season and can go through level 4 if conditions warrant. The fire precaution levels restrict certain forest operations as the fire danger increases. It is the responsibility of the individual operating on forest land to know the precaution level for the day and take the correct fire precautions. There are no precaution levels prior to the closed fire season. Each fire precaution level requires adherence to the restrictions applicable to all lower levels in addition to the limits placed by that level.

**Level 1** is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

**Level 2** is the partial hootowl where saws can operate from first light in the morning until 1:00 p.m. in the afternoon. From 1:00 p.m. until the end of the day saws are to be shut down. Waivers for operating beyond the 1:00 p.m. shutdown will be evaluated on a site-by-site basis.

**Level 3** is the partial shutdown of all forest industrial operations and shuts down contractor operations with few exceptions. Waivers may be issued on a site-by-site basis.

**Level 4** is the general shutdown of all contractor operations. Waivers will not be issued. Landowners are permitted entry into their lands.

**ORS. 477.066** requires that an operator on forest land take immediate action to control and extinguish a fire on forest land. The contractor shall take this action and notify the BLM and the nearest State of Oregon District office immediately.

**OAR. 629-43-030** requires watchmen to be:

- QPhysically capable and experienced in operating any firefighting equipment on site.
- QOn duty for 3 hours after the shutdown of the last power-driven equipment for the day.
- QFurnished adequate facilities for transportation and communications in order to summon assistance if needed.
- QPatrolling and visually inspecting all sites where work was done during the day.

### **3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON**

The operator/contractor shall furnish fire tools to all personnel on site using the following combinations.

	<u>NUMBER OF PERSONNEL</u>										
	1-4	5	6	7	8	9	10	11	12	13	14
<u>KIND OF TOOLS</u>	<u>NUMBER OF TOOLS REQUIRED</u>										
Pulaskis	1	1	1	1	1	1	2	2	2	2	2
Shovels	2	2	2	3	3	3	3	4	4	5	5
Hazel hoes	1	2	3	3	4	5	5	5	6	6	6

In addition to the above handtools, the operator/contractor must provide a backpack pump can filled with water located with the tool box in a readily available area.

All shovels are to be size 0 or larger, long handled. All tools shall be sharp and ready for service. Fire extinguishers as follows:

- QFor chainsaws - 8 oz. capacity by weight.
- QFor vehicles - UL rating of at least 4 BC.



S A M P L E   T A S K   O R D E R

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

From: Bureau of Land Mgmt. (952)  
Branch of Procurement Mgmt.  
P.O. Box 2965  
Portland, OR 97208

Contract No: \_\_\_\_\_  
Item Number(s): \_\_\_\_\_  
Solicitation No: \_\_\_\_\_  
Solicitation Date: \_\_\_\_\_

Requesting Office: Eugene District  
Delivery Order No: HAD017E01  
Delivery Order Date: \_\_\_\_\_  
Modification No: \_\_\_\_\_  
Modification Date: \_\_\_\_\_

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<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Est.</u> <u>Qty</u>		<u>Price</u>	<u>Total</u> <u>Amount</u>
2.	Precommercial Thinning (14'x14')	1100	AC	\$0.00	\$000.00
3.	Precommercial Thinning (17'x17')	300	AC	\$0.00	\$000.00

PERFORMANCE TIME: Item 2: 73 Calendar Days   Item 3: 20 Calendar Days

ESTIMATED START WORK DATE: June 4, 2001

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Accounting and Appropriation Data:

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\_\_\_\_\_  
Name and Title of Contractor

\_\_\_\_\_  
Name of Ordering Officer

\_\_\_\_\_  
Contractor's Signature                      Date

\_\_\_\_\_  
Ordering Officer's Signature                      Date

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